

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
LUFKIN DIVISION

IN RE:

CORINNE THERESE HEFFERNAN

xxx-xx-2027

Debtor

Case No. 21-90192
Chapter 7

THOMAS P. HEFFERNAN,
MICHAEL S. HEFFERNAN,
and BARBARA J. ZELLMER

Plaintiffs

Adversary No. 21-9004

v.

CORINNE THERESE HEFFERNAN
Defendant

STIPULATED MOTION FOR ENTRY OF FINAL JUDGMENT
(In the Form Attached)

NOW COME the parties to the above-captioned Adversary Proceeding:
Plaintiff Thomas Heffernan, by his undersigned counsel of record; Plaintiffs Michael
Heffernan and Barbara Zellmer, participating Pro se; and the Debtor - Defendant
Corinne Heffernan, by her under-signed counsel (individually "Tom", "Michael",

"Barbara", and "Corinne", and collectively "the Parties").

WHEREAS, Tom and Corinne entered into a promissory note ("the Note") with the Chippewa Valley Bank dated November 1, 2017 in which they promised to pay the bank the principal sum of \$59,536.55 on the terms set forth in the Note; and

WHEREAS, pursuant to a Marital Settlement Agreement ("the MSA") entered into as part of Tom and Corinne's divorce (which was incorporated in the Findings of Fact, Conclusions of Law and Judgment of Divorce entered by the Circuit Court for Douglas County, Wisconsin (the "Divorce Court") on February 8, 2019 (the "Divorce"), Corinne was assigned sole responsibility for payment of the Note; and

WHEREAS, from the time of the Divorce through to May 17, 2022 Tom has made thirty-eight (38) monthly payments of \$464 each on the Note totaling \$17,632, leaving an outstanding balance due on the Note as of June 1, 2022 of approximately \$44,264; and

WHEREAS, the Note, by its express terms, matures January 1, 2023; and

WHEREAS, Michael and Barbara are not parties to the Note and have not made any payments on the Note; and

WHEREAS, Tom commenced an action in the Douglas County, Wisconsin Circuit Court on September 2, 2021 to enforce Corinne's obligation to pay the Note as a marital obligation from the Divorce; and

WHEREAS, Corinne thereafter commenced the above-captioned chapter 7 case on October 12, 2021 and scheduled Tom, Michael and Barbara as creditors; and

WHEREAS, Tom, Michael and Barbara commenced this Adversary

Proceeding to object to Corinne discharging her marital obligation to Tom with respect to payment of the Note; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, it is hereby stipulated and agreed that the Court should conclude this Adversary Proceeding by entering Final Judgment in the form attached hereto, and may do so immediately without further notice or hearings. This stipulated agreement does not extend to entry of any modified form of the attached Judgment absent the further express agreement of all the Parties.

This stipulation may be signed and dated in counter-part, with the parties exchanging copies of their signed pages electronically. It is expressly understood and agreed that such copies of signed signature pages shall have the same binding effect as signed originals.



Michael B. Van Sicklen
Attorney for Thomas P. Heffernan
(appearing *pro hac vice* by order of the Court)
Wis. State Bar # 1017827

Dated: June 16, 2022

Stephen J. Zayler
Attorney for Corinne T. Heffernan
State Bar No. 2225180

Dated: _____

Michael S. Heffernan
Pro se

Dated: _____

Barbara J. Zellmer
Pro se

Dated: _____

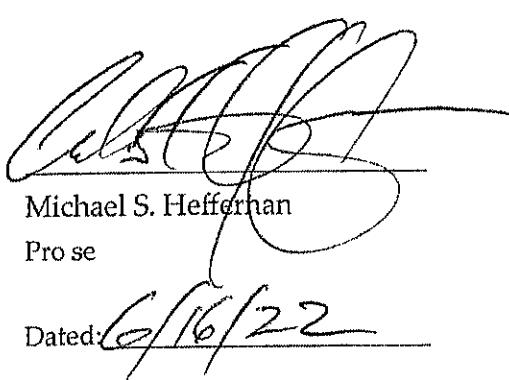
Proceeding to object to Corinne discharging her marital obligation to Tom with respect to payment of the Note; and

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Attorney for Thomas P. Heffernan
(appearing *pro hac vice* by order of the Court)
Wis. State Bar # 1017827

Dated: _____



Michael S. Heffernan
Pro se
Dated: 6/16/22

Stephen J. Zayler
Attorney for Corinne T. Heffernan
State Bar No. 2225180

Dated: _____



Barbara J. Zellmer
Pro se
Dated: 6/16/22

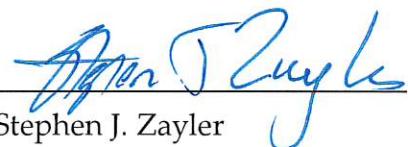
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Michael B. Van Sicklen
Attorney for Thomas P. Heffernan
(appearing *pro hac vice* by order of the Court)
Wis. State Bar # 1017827

Dated: _____



Stephen J. Zayler
Attorney for Corinne T. Heffernan
State Bar No. 2225180

Dated: 06/16/2022

Michael S. Heffernan
Pro se

Dated: _____

Barbara J. Zellmer
Pro se

Dated: _____

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
LUFKIN DIVISION

IN RE:

Corinne Therese Heffernan] Case No. 21-90192 JPS
170 Surrey Lane] Chapter 7
Lufkin, Texas 75901]
xxx-xx-2027]
DEBTOR]

Thomas P. Heffernan]
Plaintiff]
Michael S. Heffernan]
Plaintiff]
Barbara J. Zellmer]
Plaintiff]
vs.] Adversary No. 21-09004 JPS
Corinne Therese Heffernan]
Defendant]

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document has been properly forwarded to the following parties of interest on this 17th day of June 2022 by electronic transmission if available or by first class mail.

/s/ Stephen J. Zayler
Stephen J. Zayler

U S Trustee
110 N College Ave, Ste 300
Tyler, Texas 75702

Corrine Heffernan
170 Surrey Lane
Lufkin, Texas 75901

Thomas Heffernan
13871 E. Dennis Road
Brule, WI 54820

Michael Heffernan
224 E Sunset Court
Madison, WI 53705

Barbara Zellmer
224 Sunset Court
Madison, WI 53705

Diane Carter
Chapter 7 Trustee
660 N Central Expressway, Ste 101
Plano, Tx 75074